

CONSULTANT CONTRACT

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CONTRACT OF EMPLOYMENT

Between

[insert name of employing organisation]

and

[insert name and address of employee]

THE POST

1. Consultant

Your job title is Consultant in [].

2. Commencement Of Employment

Employment under this contract [begins] * [began] on [] * [and incorporates [] * years seniority (as defined in Schedule 1 of the Terms and Conditions).] * [Your payscale code on commencement is []*]

Your continuous employment with this employing organisation, for the purposes of the Employment Rights (Northern Ireland) Order 1996, [begins] * [began] on []*

For the purposes of certain HPSS conditions of service, previous service within the HPSS, whether with this Trust or another HPSS employer, although not continuous for the purposes of the Employment Rights (Northern Ireland) Order 1996 will count as reckonable, so that for some purposes other dates prior to the dates set out above may count. The amount of reckonable service is []*.

Schedule 1 of the Terms and Conditions contains guidance on commencement of employment.

3. General Mutual Obligations

Whilst it is necessary to set out formal employment arrangements in this contract, we also recognise that you are a senior and professional employee who will usually work unsupervised and frequently have the responsibility for making important judgements and decisions. It is essential therefore that you and we work in a spirit of mutual trust and confidence. You and we agree to the following mutual obligations in order to achieve the best for patients and to ensure the efficient running of the service:

- to co-operate with each other;
- to maintain goodwill;
- to carry out our respective obligations in agreeing and operating a Job Plan;
- to carry out our respective obligations in accordance with appraisal arrangements;
- to carry out our respective obligations in devising, reviewing, revising and following the organisation's policies, objectives, rules, working practices and protocols.

THE WORK

4. Location

Your principal place of work is [].* Other work locations including off site working may be agreed in your Job Plan where appropriate, e.g. for supporting professional activities and some direct clinical care such as audit notes. You will generally be expected to undertake your Programmed Activities at the principal place of work or other locations agreed in the Job Plan. Exceptions will include travelling between work sites and attending official meetings away from the workplace.

You may be required to work at any site within your employing organisation, including new sites.

5. Duties

5.1 *Main Duties and Programmed Activities*

Except in emergencies or where otherwise agreed with your manager, you are responsible for fulfilling the duties and responsibilities and undertaking the Programmed Activities set out in your Job Plan, as reviewed from time to time in line with the provisions in paragraph 6 below.

5.2 *Associated Duties*

You are responsible for the associated duties set out in Schedule 2 of the Terms and Conditions.

5.3 *Objectives*

The purpose of including agreed personal objectives in your Job Plan is to set out in clear and transparent terms what you and your clinical manager have agreed should reasonably be achieved in the year in question. These objectives are not contractually binding in themselves, but you have a duty to make all reasonable efforts to achieve them.

5.4 *On-Call Duties and Emergency Responses*

You may also be required to participate in an on-call rota to provide emergency cover (see paragraph 9). When not on an on-call rota, we may in exceptional circumstances ask you to return to site for emergencies if we are able to contact you. You are not, however, required to be available for such eventualities. Where emergency recalls of this kind become frequent, we will review the need to introduce an on-call rota.

6. Job Planning

You and your clinical manager have agreed a prospective Job Plan that sets out your main duties and responsibilities, a schedule for carrying out your Programmed Activities, your managerial responsibilities, your accountability arrangements, your objectives and supporting resources.

You and your clinical manager will review the Job Plan annually in line with the provisions in Schedule 3 of the Terms and Conditions. Either may propose amendment of the Job Plan. You will help ensure through participating in Job Plan reviews that your Job Plan meets the criteria set out in the Terms and Conditions and that it contributes to the efficient and effective use of HPSS resources.

7 Programmed Activities

7.1 Scheduling Of Activities

You and your clinical manager will agree in the schedule of your job plan the programmed activities that are necessary to fulfil your duties and responsibilities, and the times and locations at which these activities are scheduled to take place. You and your clinical manager will seek to reach agreement in the scheduling of all activities. We will not schedule non-emergency work during premium time without your agreement.

Subject to the provisions for recognising work done in Premium Time (see paragraph 8 below), a Programmed Activity has a timetable value of four hours. Each Programmed Activity may include a combination of duties.

Your job plan will contain [] * Programmed Activities per week on average, subject to the provisions below for recognising emergency work arising from on-call rotas. A standard full-time Job Plan will contain 10 Programmed Activities subject to the provisions in paragraph 7.6 to agree up to two extra Programmed Activities. Remuneration for Programmed Activities is set out in paragraph 21 below and Schedules 13 and 14 of the Terms and Conditions of Service.

[Note: the number of Programmed Activities will need to be adjusted for part time consultants. Where a consultant has a part-time contract, the employing organisation will need to agree the number of weekly Programmed Activities that should be included in the Job Plan.

Where a consultant appointed after 1 January 2004 wishes to work part-time **in order** to undertake private practice, such contracts should normally be for no more than six Programmed Activities]

7.2 Flexibility

Attaching a time value to Programmed Activities is intended to provide greater transparency about the level of commitment expected of consultants by the HPSS. However, you and your clinical manager can agree flexible arrangements for timing of work.

Programmed Activities may be scheduled either as a single block of four hours, or sub-divided into smaller units of time.

The precise length of Programmed Activities may vary from week to week around the average assessment set out in the Job Plan.

You and your clinical manager may agree, as part of your Job Plan, arrangements for the annualisation of Programmed Activities. In such a case, you and your clinical manager will agree an annual number of Programmed Activities and your Job Plan will set out variations in the level and distribution of Programmed Activities within the overall annual total.

You and your clinical manager may agree, as part of your Job Plan, other arrangements for flexible scheduling of commitments over an agreed period of time.

Any variations in your scheduled weekly commitments should be averaged out over 26 weeks, so that your average commitment is consistent with the provisions of the Working Time Regulations.

7.3 Balance Between Direct Clinical Care And Other Programmed Activities

Subject to the provisions for recognising emergency work arising from on-call rotas below, the schedule in your Job Plan will typically include an average of $[7\frac{1}{2}]$ * Programmed Activities for Direct Clinical Care duties and $[2\frac{1}{2}]$ * Programmed Activities for Supporting Professional Activities. Where your agreed level of duties in relation to supporting professional activities, additional responsibilities and other duties is significantly greater or lower than $2\frac{1}{2}$ programmed activities there will be local agreement as to the appropriate balance between activities. Part-time consultants need to devote proportionately more of their time to Supporting Professional Activities. This should be agreed on an individual basis. Refer to the guidance on part time and flexible working for further information.

The precise balance will be agreed as part of Job Plan reviews and may vary to take account of circumstances where the agreed level of duties in relation to Supporting Professional Activities, Additional HPSS Responsibilities and External Duties is significantly greater or lower than $[2\frac{1}{2}]$ Programmed Activities.

Responsibilities as a Medical Director or Clinical Director may be reflected by substitution for other whole or part Programmed Activities or by additional remuneration agreed locally.

7.4 External Duties

Where you wish to seek agreement to have External Duties included in your Job Plan, you must notify your clinical manager in advance. Scheduling of such duties will be by agreement between you and your clinical manager. Where carrying out these External Duties might affect the performance of direct clinical duties, where possible you will give us sufficient notice to ensure that, where such external duties are agreed, you and your clinical manager can agree a revised schedule of activities at least a month in advance.

7.5 Recognition For Emergency Work Arising From On-Call Duties

Where emergency work takes place at regular and predictable times, your clinical manager will seek to schedule it as part of the Programmed Activities in your Job Plan schedule. You may, however, be required to participate in an on-call rota to respond to less predictable emergencies.

The provisions in Schedule 5 of the Terms and Conditions apply to recognise unpredictable emergency work arising from on-call rota duties that takes place other than during a Programmed Activity scheduled in your Job Plan.

7.6 Extra Programmed Activities

You and your clinical manager may agree that you will undertake extra Programmed Activities over and above the [ten] Programmed Activities that constitute your standard contractual duties, up to the maximum permitted under the Working Time Regulations. [Note: add contracted number for part-time consultants] The remuneration for these activities is covered by section 21 below and Schedules 13 and 14 of the Terms and Conditions.

Any such agreement will be made in writing and the additional Programmed Activities will be incorporated into your Job Plan schedule.

Subject to the provisions in paragraph 7.7 below, and without prejudice to paragraph 7.8 below, you do not have to agree to carry out more than ten Programmed Activities on average per week. [Note: to be adjusted for part-time consultants] However, where you do give your agreement, you must undertake such activities.

The remuneration for these activities is covered by paragraph 21 below and Schedules 13 and 14 of the Terms and Conditions. Any additional Programmed Activities that you carry out beyond the standard [ten] [note: to be adjusted for part-time consultants] Programmed activities, will be paid at the rates set out in Schedules 13 and 14 of the Terms and Conditions.

7.7 Transitional Arrangements

Where the provisions for recognising on-call work in Schedule 5 of the Terms and Conditions would otherwise result in a reduction in the time available for the other duties undertaken by you and other colleagues on these new contractual arrangements, compared with the time normally available for such duties in the immediate period before the introduction of this contract, we will agree appropriate arrangements with you and your consultant colleagues to prevent such a reduction, if necessary by arranging for additional Programmed Activities to be provided. These arrangements may apply only during the period ending on 31 March 2006.

7.8 Extra Programmed Activities And Spare Professional Capacity

Where you intend to undertake private professional services other than such work carried out under the terms of this contract, whether for the HPSS, for the independent sector or for another party, the provisions in Schedule 6 of the Terms and Conditions will apply.

8. Premium Time

From 1 April 2004, the provisions in Schedule 7 of the Terms and Conditions will apply to recognise the unsocial nature of work done in Premium Time and the flexibility needed by consultants who work at these times as part of a more varied overall working pattern.

On any occasion where a consultant is scheduled to work during the Premium Time period, the employing organisation will ensure that the consultant has adequate rest both before and after this period of duty.

9 On-Call And Emergency Duties

9.1 On-Call Rotas

Where you are on an on-call rota, the provisions in Schedule 8 of the Terms and Conditions will apply.

Your on-call duties will be set out in the published rota or in accordance with any alternative arrangements that you agree with your colleagues for providing on-call cover.

9.2 On-Call Availability Supplements

Where you are on an on-call rota, you will receive an on-call availability supplement according to the provisions in Schedule 16 of the Terms and Conditions. The level of supplement will depend on the frequency of your rota and the typical nature of the required response when you are called.

OTHER CONDITIONS OF EMPLOYMENT

10. Registration Requirements

It is a condition of your employment that you are, and remain, [a registered dental practitioner and] **[Note: delete as appropriate]** a fully registered medical practitioner and are included on the Specialist Register held by the [General Dental Council

(GDC)] **[Note delete as appropriate]** General Medical Council (GMC), and continue to hold a licence to practice.

11. Fee Paying Services And Private Professional Services

11.1 *Minimising Potential For Conflicts Of Interest*

In carrying out any Fee Paying Services or Private Professional Services, you will observe the provisions in Schedule 9 of the Terms and Conditions in order to help minimise the risk of any perceived conflicts of interest to arise with your work for the NHS.

11.2 *Fee Paying Services And NHS Programmed Activities*

Examples of Fee Paying Services are set out in Schedule 10 of the Terms and Conditions.

You will not carry out Fee Paying Services during your Programmed Activities except where you and your clinical manager have agreed otherwise. Where your clinical manager has agreed that you may carry out Fee Paying Services during your Programmed Activities, you will remit to us the fees for such services except where you and your clinical manager have agreed that providing these services involves minimal disruption to your HPSS duties. Schedule 11 of the Terms and Conditions contains guidance on this subject.

11.3 *Private Professional Services And NHS Programmed Activities*

Subject to the provisions in Schedule 9 of the Terms and Conditions, you may not carry out Private Professional Services during your Programmed Activities.

11.4 *Publications, lectures, etc*

A practitioner shall be free, without prior consent of the employing authority, to publish books, articles, etc., and to deliver any lecture or speak, whether on matters arising out of his or her HPSS service or not.

12. Deductions From Pay

We will not make deductions from or variations to your salary other than those required by law without your express written consent.

13. Appraisal And Clinical Governance

The National Appraisal Scheme for Consultant Medical Staff (DHSSPS Circulars HSS(TC8) 3/01 and HSS(TC8) 11/01) applies to your post. You must co-operate fully in the operation of the appraisal scheme. You must also comply with our clinical governance procedures.

14. Gifts And Gratuities

You are required to comply with our rules and procedures governing the acceptance of gifts and hospitalities.

15. Policies And Procedures

You are required to comply with our Policies and Procedures as may from time to time be in force.

16. Grievance Procedures

The grievance procedures, which apply to your employment are set out in [].

* **[Note: to add reference to local procedures]**

17. **Disciplinary Matters**

Wherever possible, any issues relating to conduct, competence and behaviour should be identified and resolved without recourse to formal procedures. However, should we consider that your conduct or behaviour may be in breach of our code of conduct, or that your professional competence has been called into question, we will resolve the matter through our disciplinary or capability procedures (which will be consistent with the 'Maintaining High Professional Standards in the Modern HPSS' framework), subject to the appeal arrangements set out in those procedures.

18. **Intellectual Property**

You will comply with our procedures for intellectual property which are in line with 'A Framework for the Management of Intellectual Property in the HPSS'

19 **Other Conditions of Service**

The provisions in Schedule 12 of the Terms and Conditions will apply.

PAY

20. **Salary**

20.1 **Basic Salary And Pay Thresholds**

Your basic salary on commencement is [£].* **[Note: employing organisations to complete based on Schedules 13 and 14 of the Terms and Conditions]** This has been calculated in accordance with the provisions in Schedules 13 and 14 of the Terms and Conditions.

Your basic salary will increase when you receive pay thresholds in accordance with the provisions of paragraph 20.2 and Schedule 15 of the Terms and Conditions.

The value of each pay threshold and the number of years' service required before you become eligible for pay thresholds are set out in Schedules 13 and 14 of the Terms and Conditions.

Where a pay threshold is awarded, the date on which your salary will increase to take account of the threshold will be the anniversary of transfer to this contract.

Your basic salary, together with any payments for extra Programmed Activities (see paragraph 21 below), includes payment for all Contractual and Consequential Services.

20.2 **Criteria for Pay Thresholds**

You will not receive pay thresholds automatically, but it is expected that you will progress through the thresholds and will do so if the criteria set out in Schedule 15 are met. We will make all reasonable efforts to support you in meeting the criteria for pay thresholds.

21. **Payment For Additional Programmed Activities**

Any additional Programmed Activities that you carry out, beyond the standard [ten]/[] **[note: to be adjusted for part-time consultants]** Programmed Activities, will be paid at the rates set out in Schedules 13 and 14 of the Terms and Conditions.

22. **Distinction Awards And Discretionary Points/Clinical Excellence Awards**

Where the Advisory Committee on Distinction Awards or the Clinical Excellence Awards Committee has recommended that you receive a Distinction Award or Clinical Excellence Award, or we have decided that you should receive one or more

Discretionary Points or a Clinical Excellence Award, these will be paid at the rates set out in the latest circular from the Department of Health, Social Services and Public Safety concerning pay and conditions of service for hospital medical and dental staff and doctors in public health medicine and the community health service.

23. On-Call Availability Supplement

If you are required to participate in an on-call rota, you will be paid a supplement in addition to your basic salary in respect of your availability to work during on-call periods. The supplement will be paid in accordance with, and at the appropriate rate shown in, Schedule 16 of the Terms and Conditions.

24. Recruitment and Retention Premia

We may under certain circumstances decide to award a recruitment or retention premium in addition to your basic salary in line with the provisions in Schedule 16 of the Terms and Conditions.

25. Directors of Public Health

Directors of Public Health will be entitled to supplements in addition to basic salary in line with the provisions in Schedule 16 of the terms and conditions.

PENSION

26. Pension

The provisions in Schedule 17 of the Terms and Conditions shall apply.

You will be eligible for membership of the HPSS Superannuation Scheme, the provisions of which are set out in the HPSS Superannuation Scheme Regulations 1995 (as amended). The Scheme is a final salary scheme with benefits based on the best of the last three years pensionable pay. Pensionable pay will include basic salary (up to ten programmed activities, but not any additional programmed activities above this), on-call availability supplements, clinical excellence awards and any existing discretionary points or distinction awards, and any other pay expressly agreed to be pensionable.

You are contracted out of the State Second Pension Scheme.

LEAVE AND HOLIDAYS

27. Leave And Holidays

Schedule 18 of the Terms and Conditions sets out your entitlements in respect of:

- annual leave and public holidays
- professional and study leave
- sabbaticals
- sick leave
- special leave
- maternity leave and domestic personal and care relief.

OTHER ENTITLEMENTS

28. Expenses

You are entitled to be paid expenses, which should be submitted in a timely manner (normally within one month), for:

- excess travel
- subsistence; and
- other expenses in accordance with []. **Expenses will be as set out in schedule 21 or some local alternative, which must be at least as favourable).**

30. Charges for Residence

Except where facilities are provided for a doctor to be on-call a charge may, where appropriate, be made for residing at your Place of Work in accordance with our local procedures.

DURATION OF EMPLOYMENT

- 31.** This is a permanent post. [Amend this paragraph as appropriate for a Fixed Term Appointment].

TERMINATION OF EMPLOYMENT

- 32** Provisions governing termination of employment are set out in Schedule 19 of the Terms and Conditions.

ENTIRE TERMS

33 Entire Terms

This contract and the associated Terms and Conditions contain the entire terms and conditions of your employment with us, such that all previous agreements, practices and understandings between us (if any) are superseded and of no effect. Where any external term is incorporated by reference such incorporation is only to the extent so stated and not further or otherwise.

I [name] and [employer]

have understood and agree to honour the terms and conditions set out in this contract of employment

Consultant's signature

Representative of employing authority's signature

Date of this agreement
